

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of )  
)

JOSHUA D. KAPLAN )  
)

Serial No. 08/035,661 )  
)

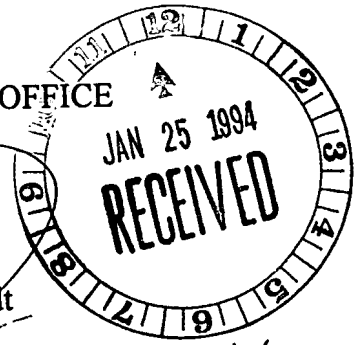
Filed: March 23, 1993 )  
)

For: APPARATUS AND METHOD )  
FOR POINT OF PREVIEW )  
AND FOR COMPILATION )  
OF MARKET DATA )

Group Art Unit: 2311

Examiner R. Weinhardt

TERMINAL DISCLAIMER TO  
OBVIATE DOUBLE PATENTING  
REJECTION OVER PRIOR PATENT



Hon. Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

Sir:

Pursuant an assignment in the grandparent application (Serial No. 07/582,253), dated 1 February 191, which includes an assignment of continuation applications such as the present application, recorded at Reel 5994, Frame 521, INTOUCH GROUP, INC. is the owner of 100% interest in the instant application. Intouch Group, Inc. hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 156 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,237,157. Intouch Group, Inc. hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Intouch Group, Inc. does not disclaim the terminal part of any patent granted on the instant application that would extend to the

expiration date of the full statutory term as defined in 35 U.S.C. §§ 156 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

For submissions on behalf of Intouch Group, Inc., the undersigned (whose title is supplied below) is empowered to act on behalf of the corporation.

I have reviewed this disclaimer. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 12/22/93

  
Joshua D. Kaplan, President

Dergosits & Noah  
Four Embarcadero Center, Suite 510  
San Francisco, CA 94111  
(415) 705-6377

ASSIGNMENT

The undersigned, Joshua D. Kaplan, of San Francisco, California, has invented a certain system for user-interactive multimedia based point-of-preview (the "Invention") for which an application for United States Letters Patent was filed on September 13, 1990, Serial No. 07/582,253, entitled "Kiosk Apparatus and Method for Point of Preview and for Compilation of Market Data," and intouch Group, Inc., a California company (the "Company"), wants to acquire the entire right, title and interest in the Invention and that patent application.

Consequently, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by the undersigned, the undersigned hereby sells, assigns and transfers to the Company all of his right, title and interest in and to (i) the Invention, (ii) the above-described application for United States Letters Patent, and (iii) any patents or letters patent or copyrights or other patent applications in the United States and any other countries in the world which may be granted on and which relate directly or indirectly to the Invention, including, without limitation, divisions, renewals, continuations, actions in whole or in part, substitutions, conversions, reissues, or extensions thereof. "Invention" shall include without limitation all engineering drawings and specifications, know-how and design details related to the design and production of the system.

The undersigned authorizes and requests the Commissioner of Patents and Trademarks to issue those letters patent to the Company, as the assignee of the entire right, title, and interest in them for its sole use and the full end of the term for which those letters patent may be granted, as fully and entirely as they would have been held by the undersigned had this assignment and sale not been made.

From and after the date of this Assignment, the undersigned shall execute and/or furnish to the Company such documents and instruments as the Company may reasonably request for purposes of carrying out or evidencing the transactions contemplated by this Assignment or relating hereto. The undersigned shall cooperate with the Company to the extent required to accomplish the transaction contemplated by this Assignment or relating hereto and to put the Company in possession of the assets assigned pursuant to this Assignment.

This Assignment shall be binding upon the undersigned and his heirs and assigns, and shall inure to the benefit of the Company and its successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed and delivered as of this 1st day of February, 1991.

  
Joshua D. Kaplan

RECORDED  
PATENT AND TRADEMARK  
OFFICE

JAN 27 1991

REEL 5994 FRAME 521

**DERGOSITS & NOAH**  
4 EMBARCADERO CENTER STE. 510  
SAN FRANCISCO, CA 94111

**1120**  
10-21/1220

First Interstate Bank  
of California #001  
100 California Street  
San Francisco, CA 94111-4506



PAY TO THE ORDER OF

*Fifty-five only*  
*Hon. Commissioners of Patents & Trademarks*

DOLLARS \$ **55.00**

*Nickolas Dergosits*

FOR

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